



BellSouth Telecommunications, Inc. 615 214-6301
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333 Commerce Street
Nashville, Tennessee 37201-3300

Guy M. Hicks
General Counsel

December 10, 1999

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and MCI-WorldCom Network Services,
Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~97-00445~~ 99-00964

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI-WorldCom Network Services, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement. The Amendment allows cross connection to a physical collocation arrangement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Jon Hastings, Esq.
Attorney for MCI-WNS

REC'D IN
REGULATORY DIV.
99 DEC 10 PM 2 55
EXECUTIVE SECRETARY

FILE

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCI-WorldCom Network Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~97-00445~~

99-00964

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND MCI-WORLDCOM NETWORK SERVICES, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, MCI-WorldCom Network Services, Inc. ("WNS") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, WNS and BellSouth state the following:

1. WNS and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to WNS. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by an order issued on May 30, 1997.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment allows cross connection to a physical collocation arrangement. A copy of the Amendment is attached hereto and incorporated herein by reference.

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3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, WNS and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and WNS within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. WNS and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

WNS and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10th day of Dec., 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 


Guy M. Hicks

333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 15th day of Dec, 1999.

Jon E. Hastings, Esq.
Boult Cummings Conners & Berry
414 Union Street, Suite 1600
Nashville, Tennessee 37219



Guy M. Hicks

**Cross Connection Agreement Between
MCI-WorldCom Network Services, Inc. and
BellSouth Telecommunications, Inc.**

This Agreement (the "Agreement") is entered into effective the 1st day of October, 1999 by and between MCI-WorldCom Network Services, Inc. ("WNS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties."

WITNESSETH

WHEREAS, WNS desires to cross connect to a Physical Collocation arrangement in a BellSouth Central Office in and for the nine state region (the "cross connections").

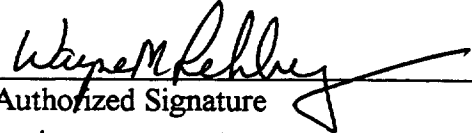
WHEREAS, BellSouth is agreeable to provide cross connections subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WNS and BellSouth hereby covenant and agree as follows:

1. This Agreement for cross connections shall become binding upon execution by the Parties and continue for a period of 2 years. WNS may terminate this Agreement without penalty at any time, however, upon thirty days' written notice to BellSouth.
2. BellSouth will, upon request, provide and WNS will compensate BellSouth for the Cross Connections in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment A to this Agreement which is incorporated herein by reference, in and for the nine state region.
3. The parties adopt herein, and incorporate in by reference, the provisions of BellSouth's FCC Number 1 Tariff, Section 20.26 regarding liability and damages, which Tariff shall be interpreted as if it were intended to apply to the Cross Connection services provided herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below.

MCI-WorldCom Network Services, Inc.



Authorized Signature

WAYNE M. REHBERGER
Print or Type Name

VICE PRESIDENT
Title

10/11/99
Date

BellSouth Telecommunications, Inc.


Authorized Signature

Jerry S. Hendrix
Print or Type Name

Sr. Director
Title

10/20/99
Date

Cross-Connect
Schedule of Regional Rates and Charges

Element	Unit	Recurring Rate	Non-Recurring Rate
Cross-Connects	Per Cross Connect		First / Additional
2-wire		\$.28	\$29.83/\$27.89
4-wire		\$.54	\$29.33/\$27.94
DS1		\$3.97	\$79.92/\$47.22
DS3		\$49.50	\$143.82/\$111.40
2-fiber		\$15.90	\$73.00/\$52.00
4-fiber		\$28.50	\$88.00/\$67.00
POT Bay*	Per Cross Connect		
2-Wire Cross-Connect		\$.12	NA
4-Wire Cross-Connect		\$.31	NA
DS1 Cross-Connect		\$.71	NA
DS3 Cross-Connect		\$4.71	NA
2-Fiber Cross-Connect		\$39.30	NA
4-Fiber Cross-Connect		\$53.00	NA

*Recurring POT Bay charge applicable in addition to recurring cross-connect charge only where the demarcation point is located at the POT Bay.